

EXHIBIT F

CONFIDENTIAL

No. _____

Rye Select Broad Market Portfolio Limited

A Cayman Islands Exempted Company

September 1, 2006

SUPPLEMENT TO AMENDED AND RESTATED PROSPECTUS

Relating to the

Private Offering of Class D Shares

THIS SUPPLEMENT DATED AS OF SEPTEMBER 1, 2006 (THE "SUPPLEMENT") TO THE AMENDED AND RESTATED PROSPECTUS IS DELIVERED TOGETHER WITH THE AMENDED AND RESTATED PROSPECTUS DATED SEPTEMBER 1, 2006 (THE "PROSPECTUS"). THE PROSPECTUS IS AN INTEGRAL PART OF AND SHOULD BE REVIEWED TOGETHER WITH THIS SUPPLEMENT. THE PROSPECTUS SHALL BE DEEMED SUPPLEMENTED AS AMENDED BY THIS SUPPLEMENT. ACCORDINGLY, THE INFORMATION AND TERMS SET FORTH IN THIS SUPPLEMENT SHALL BE CONTROLLING IN THE EVENT OF ANY CONFLICT WITH THE TERMS OR INFORMATION SET FORTH IN THE PROSPECTUS.

UNLESS OTHERWISE INDICATED, DEFINED TERMS USED IN THIS SUPPLEMENT SHALL HAVE THE SAME MEANING GIVEN TO THEM IN THE PROSPECTUS.

RYE SELECT BROAD MARKET PORTFOLIO LIMITED

Class D Shares

TERMS AND CONDITIONS

Rye Select Broad Market Portfolio Limited (the "Company") was incorporated as an exempted company with limited liability in the Cayman Islands on 23 August, 2001. Currently, there are four Classes of Shares: the Class A Shares, Class B Shares and the Class C Shares are offered pursuant to the Prospectus; and the Class D Shares are offered pursuant to this Supplement and the Prospectus. The Class A Shares, the Class B Shares, the Class C Shares and the Class D Shares are collectively referred to as the "Shares" unless the context otherwise dictates.

The description of the Class D Shares in this Supplement does not purport to be complete and is subject to, and qualified in its entirety by reference to more detailed information included in the Prospectus, any appendices, exhibits or additional supplements thereto and in the Memorandum and Articles of Association of the Company. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Prospectus.

The Company is hereby offering Class D Shares of the Company to certain eligible investors, which Shares have the same rights and are being offered on the same terms as the Class A, Class B and Class C Shares, respectively, as set out in the Prospectus **SAVE THE FOLLOWING:**

SPECIAL RIGHTS

Enhanced Liquidity

Subject to the powers and discretions of the Directors with regards to the suspension, deferral or compulsory redemption of Shares as described in the Prospectus and the Articles of Association of the Company, a holder of Class D Shares (each a "Shareholder") may request a redemption of their Shares in the form of the "Redemption Request" as attached to the Prospectus, on five Business Days prior written notification to the Administrator, as of the last Business Day of each month, or upon the occurrence of a Special Redemption Event as of the date which is five Business Days after such written notification (each a "Redemption Date"), at a redemption price per Share equal to the Net Asset Value of the Class D Shares on the corresponding Valuation Date. Except with the consent of the Board of Directors, redemption requests are irrevocable.

Special Redemption Events for Class D Shares

Upon the occurrence of the following events ("Special Redemption Events"), a Class D Shareholder may request a redemption of its Shares in the Company on five Business Days prior written notice to the Administrator:

- a) The Investment Manager ceases to invest the majority of its assets with the Account Manager employing the "split strike conversion" strategy; or
- b) There is a change in the management or control of the Account Manager; or
- c) There is a material change in the methodology of calculating the value of the assets of the Company; or

- d) The Account Manager no longer employs the "split strike conversion" investment strategy; For the purposes of this clause, the "split strike conversion" investment strategy consists of: (i) the purchase of a group or basket of equity securities, at least 80% of which belong to the S&P100, that is highly correlated to the S&P 100 Index, (ii) the purchase of out-of-the-money S&P 100 Index put options with a notional value that approximately equals the market value of the basket of equity securities, and (iii) the sale of out-of-the-money S&P 100 Index call options with a notional value that approximately equals the market value of the basket of equity securities or maintains investments in USD cash, USD money market fund or US Treasury Securities;
- e) There is a decrease in the net asset value of the Class D Shares of greater than 10% over a weekly period as determined by ABN AMRO Bank N.V. in its reasonable discretion;
- f) The failure to provide for a period of ten Business Days from the date any such item is due any of the items set forth under the section entitled "Reporting" below (except for item 1(i)).

PROVIDED THAT:

- a) The enhanced liquidity provisions available to the holders of Class D Shares shall cease to apply and the Company shall be under no obligation to recognise nor honor the same if the Investment Manager has previously provided such Class D Shareholder with advance written notification of a Special Redemption Event sufficient to allow such Class D Shareholder to redeem its Class D Shares pursuant to the standard redemption procedures of the Company as set forth in the Prospectus and such Class D Shareholder has not redeemed its Class D Shares pursuant thereto prior to the occurrence of such Special Redemption Event;
- b) If a Special Redemption Event occurs and a Class D Shareholder does not notify the Company in writing of its intent to redeem within five Business Days of receipt of written notification from the Investment Manager, or in the absence of such written notification, within five Business Days of otherwise obtaining knowledge of such Special Redemption Event, such Class D Shareholder shall be deemed to have waived its right to the reduced notice period and will be deemed to have forfeited its special redemption right with respect to such Special Redemption Event; and

To the extent that the Investment Manager obtains written notification of the occurrence of any Special Redemption Event from the Account Manager, a representative of the Account Manager or any regulatory judicial or governmental body (subject at all times to applicable confidentiality or other obligations, laws, rules or regulations to which the Company and/or the Investment Manager must adhere), or upon the occurrence of Special Redemption Events (a) and (c) above, the Investment Manager shall undertake to notify all Shareholders in writing promptly upon obtaining such notification or such occurrence, as applicable. For the avoidance of doubt, the Investment Manager shall be under no obligation to maintain any degree of vigilance or otherwise be responsible for investigating, monitoring or otherwise determining whether or not a Special Redemption Event has occurred and no liability shall arise in respect of the occurrence or existence of a Special Redemption Event of which the Investment Manager has not have received written notification. For the avoidance of doubt, for the purposes of this Supplement to the Prospectus, the words "written notification" shall include any notification in written form, including but not limited to a letter, a notice, a fax, or an email.

The Investment Manager and the Administrator shall not be responsible for the loss of or damage to any holder of Class D Shares or for any failure to fulfil its duties hereunder, if such loss, damage or failure shall be caused by or be directly or indirectly due to war damage, the act of any government or other competent authority, riot, civil commotion, rebellion, accident, fire, strike or other cause whether similar

or not beyond the control of the Investment Manager and Administrator provided that the Investment Manager and the Administrator shall use all reasonable efforts to minimise the effect of the same.

Payment of Redemption Proceeds

Settlement of redemptions of Class D Shares will be subject to the redemption provisions of the Prospectus, except where the redemption occurs pursuant to a Special Redemption Event, in which case 75% of the redemption proceeds shall be paid to the redeeming Shareholders within ten Business Days of the Redemption Date, and a further 20% of the redemption proceeds shall be paid to the redeeming Shareholders within thirty days from the month-end Valuation Date following the Redemption Date, with the remainder (5%) to be paid pending the validation of the redemption price by the Administrator, but in no event later than a reasonable time after the completion of the Company's annual audit.

REPORTING

1. Administrator Reporting Requirements

The Administrator shall provide:

- (i) the audited financial statements of the Company promptly after they become available and in any case no later than 180 days after the Company's fiscal year end; and
- (ii) a copy of all statements and other documents which the Administrator is obliged to provide to the Investment Manager or the Account Manager simultaneously with their provision to the relevant party or else upon the date they are required to be provided to the relevant party (whichever is the earlier).

2. Independent Third Party Service Provider Reporting Requirements

The Independent Third Party Service Provider shall provide:

- (i) the Net Asset Value and the full balance sheet of the Company (including details of subscriptions and redemptions) within 15 Business Days after the end of each calendar month; provided, however, the details of subscriptions and redemptions shall not include any personal information relating to other Shareholders of the Company; and
- (ii) all details which are available to the Independent Third Party Service Provider in relation to all transactions entered into by or on behalf of the Company, including, but not limited to, currency, dealing date, amount traded, execution price, number of shares traded which shall be provided promptly as soon they become available and in any event within one Business Day of the receipt of such information notwithstanding that they may be incomplete in any respect; and
- (iii) the Account Manager monthly brokerage statements promptly after they become available, and in any event within five Business Days after the end of the calendar month to which they relate.

3. Investment Manager Reporting Requirements

The Investment Manager shall provide or procure the provision of weekly estimates of the Net Asset Value per Share of the Company in respect of and for the previous week within five Business Days after the end of such week.

ELIGIBLE INVESTORS

In addition to the eligibility criteria, discussed under the caption "ELIGIBLE INVESTORS" in the Prospectus, Class D Shares will be offered and issued to certain investors upon the terms and conditions set forth in this Supplement and the Prospectus as the Directors, in consultation with the Investment Manager, determine from time to time.

OPERATION OF PROSPECTUS AND ARTICLES OF ASSOCIATION

This Supplement should be read in conjunction with and subject to such general terms and conditions and overriding powers and discretions of the Directors as are set forth in the Prospectus and the Articles of Association of the Company, the operation of terms of which are binding on all shareholders of the Company.

CONSENT OF INVESTORS

The rights attaching to this Class D Share class cannot be varied without the consent in writing of the holders of all of the Shares of the Class D Share class.